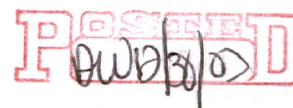


Lacoste, David

From: Mattison, Jeanette [Jeanette.Mattison@BELLSOUTH.COM]
Sent: Thursday, December 18, 2003 1:09 PM
To: Lacoste, David
Subject: Resale Agreement with QuantumShift Communications, Inc.



80132700.pdf (2
MB)

BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

December 18, 2003

Mr. David Lacoste
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Approval of the Resale Agreement Negotiated by BellSouth
Telecommunications, Inc. and QuantumShift Communications, Inc. pursuant
to Sections 251, 252 and 271 of the Telecommunications Act of
1996

Docket No. _____

Dear Mr. Lacoste:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and QuantumShift Communications, Inc. are submitting to the South Carolina Public Service Commission their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Holman

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and QuantumShift Communications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and, therefore, are very hopeful that the Commission should approve their agreement.

The effective date of this agreement is December 6, 2003, and the agreement expires on December 5, 2006

Very truly yours,

C. Lesley Addis

CLA/jbm
Enclosures

I:\Public\Utilities\Interconnection Agreements\BellSouth\Quantium Shift

Resale Agreement
Between
BellSouth Telecommunications, Inc.
And
QuantumShift Communications, Inc

BELLSOUTH® / CLEC Agreement

Customer Name: QuantumShift Communications, Inc

QuantumShift Communications, Inc. - Resale 2Q03	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	22
Att 1 - Resale	23
Att 1 - Resale Discounts and Rates	50
Att 2 - Ordering	58
Att 3 - Billing	64
ATT 4 - Performance Measurements	71
ATT 4. TN Performance Metrics	73
Att 5 - Disaster Recovery Plan	248
Att 6 - BFR and NBR Process	257

TABLE OF CONTENTS

General Terms and Conditions

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Operational Support Systems
- 4. Parity
- 5. White Pages Listings
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 7. Liability and Indemnification
- 8. Intellectual Property Rights and Indemnification
- 9. Proprietary and Confidential Information
- 10. Resolution of Disputes
- 11. Taxes
- 12. Force Majeure
- 13. Adoption of Agreements
- 14. Modification of Agreement
- 15. Non-waiver of Legal Rights
- 16. Indivisibility
- 17. Waivers
- 18. Governing Law
- 19. Assignments
- 20. Notices
- 21. Rule of Construction
- 22. Headings of No Force or Effect
- 23. Multiple Counterparts
- 24. Filing of Agreement
- 25. Compliance with Applicable Law
- 26. Necessary Approvals
- 27. Good Faith Performance
- 28. Nonexclusive Dealings
- 29. Survival
- 30. Establishment of Service
- 31. Entire Agreement

TABLE OF CONTENTS (cont'd)

Attachment 1 - Resale

Attachment 2 - Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

Attachment 3 - Billing

Attachment 4 - Performance Measurements

Attachment 5 - BellSouth Disaster Recovery Plan

Attachment 6 – Bona Fide Request/New Business Request Process